

Eaton Fair Shopping Centre: Conditions of Entry

In order to provide an enjoyable and safe environment for all tenants, customers and visitors to the Eaton Fair Shopping Centre (all buildings, improvements and land including, car parks, residential apartments and access ways) (Centre), Citygate Properties Pty Ltd (Citygate) has adopted the following Conditions of Entry:

1. By entering the Centre each and every person agrees to be bound by these Conditions of Entry as well as by the Centre Rules. Should any person not agree with any of the Conditions of Entry or the Centre Rules, then that person should immediately leave the Centre.
2. The Centre is private property and Citygate reserves the right to refuse admission of any person to the Centre and may remove any person from the Centre at any time for any reason.
3. The movement of individuals throughout the Centre will be subject to monitoring by closed circuit television or other surveillance equipment within and surrounding the Centre. The recorded images and material shall be used by Citygate for operational, management, security and public risk purposes.
4. By entering the Centre, each individual consents to their information (including images) being recorded by such surveillance equipment and to the extent that Citygate deems such disclosure to be necessary to protect its lawful interests, the public interest or the safety of persons or property at the Centre, Citygate disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions). Citygate reserves the right to use such evidence in any dispute.
5. Citygate (including any duly authorised agent or representative) may collect personal information about any person entering the Centre which may include photographic, video and/or audio footage and shall own any and all rights in and to this footage. The footage is collected in order to operate the Centre, to manage and promote operations at the Centre, to provide people with services, features and functions related to their use of the Centre, and for all other purposes set out in the Citygate Privacy Policy.
6. By entering the Centre each individual consents to his/her voice, image, name and or likeness being used (without any compensation whatsoever) in films, advertisements, tapes or printed media for exploitation in any and all media whether now known or hereafter devised for eternity, and waives all personal rights and objections to (including the right to inspect) any use which will be made thereof and he/she shall release Citygate (including any duly authorised agent or representative) from any liability whatsoever of any nature.
7. By entering the Centre, each individual agrees to the Citygate Privacy Policy. The Privacy Policy is located at the customer service office in the Centre or view it online at www.eatonfair.com.au.

The Privacy Policy contains information relating to access and correction of personal information and about how you may complain about a breach of the Australian Privacy Principles. If you would like any further information about our privacy policies or practices, please contact our customer service office by email at properties@citygate.com.au or by phone (08) 9725 0716.

8. By entering the Centre, each individual consents to a search of their bags, parcels and any other personal belongings being undertaken by Citygate, its managers, employees, servants and agents.
9. To the full extent permitted by law, Citygate is not liable for any loss, damage or injury to any property or person in the Centre whether or not caused by the negligent act or omission of Citygate, its managers, employees, servants and agents, and you agree to release us from any and all claims in relation to such matters.
10. Any person who damages or causes any damage or loss to any other person, property or goods at the Centre will be liable for all direct, consequential or special loss or damage or injury suffered, and indemnifies and shall keep indemnified Citygate against all claims, expenses and other liabilities which may be brought against or incurred by Citygate in relation to such loss and damage.
11. Persons parking vehicles in the Centre do so at their own risk. Citygate shall not be liable for any damage to vehicles, theft of any valuables from a vehicle or for any other loss or damage of whatever nature to any vehicle or to the contents of any vehicle parked or driven in the Centre.
12. Vehicles not parked in accordance with the Centre Rules may be entered and removed by Citygate (including any duly authorised agent or representative) at the sole risk and expense of the owner of the vehicle.
13. The use of any photographic, video or audio recording equipment by any person in or around the Centre, without the prior written consent of Citygate is strictly prohibited and Citygate may remove any person from the Centre for contravening this condition or the condition of any consent of Citygate.